

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JAMES PASCUITI, JOSEPH REILLY, :
WALTER RYNASKO, and THERESA MURPHY, :

Plaintiffs, :

v. :

NEW YORK YANKEES, :

Defendant. :

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UNITED STATES OF AMERICA, :

Plaintiff-Intervenor, :

v. :

NEW YORK CITY, NEW YORK CITY :
DEPARTMENT OF PARKS AND :
RECREATION and THE NEW YORK :
YANKEES, :

Defendants. :

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**STIPULATION AND ORDER
OF SETTLEMENT**

98 Civ. 8186 (SAS)

WHEREAS, on December 22, 1998, plaintiffs James Pascuiti, Joseph Reilly, Walter Rynasko, and Theresa Murphy ("Plaintiffs") filed a First Amended Complaint against the New York Yankees ("Yankees") entitled Pascuiti, et al. v. New York Yankees, alleging claims under the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12181 et seq., New York Executive Law § 296(2), and the Human Rights Law § 8-107(4) of the Administrative Code of the City of New York concerning Yankee Stadium (the "Stadium"); and

WHEREAS, on January 28, 1999, the United States of America (the "Government") filed its Complaint in Intervention seeking to enforce provisions of the ADA against New York City and its Department of Parks and Recreation (collectively, "the City")

under Title II of the ADA, 42 U.S.C. §§ 12131 et seq., and against the Yankees under Title III of the ADA, 42 U.S.C. §§ 12181 et seq., and the Department of Justice regulations implementing Title II and Title III of the ADA, 28 C.F.R. Pts. 35 and 36 (the "Regulations"), and 28 C.F.R. Pt. 36, App. A (the "Standards"), with respect to the Stadium; and

WHEREAS, the Complaint in Intervention alleges that the City violated Title II of the ADA by failing to make the services, programs, and activities at the Stadium accessible to, and usable by, individuals with disabilities; by failing to make alterations such that the altered portions of the Stadium are accessible to the maximum extent feasible; and by failing to make accessible the paths of travel to the altered primary function areas, and the restrooms, drinking fountains, and telephones serving the altered primary function areas and other features; and

WHEREAS, the Complaint in Intervention and the First Amended Complaint allege that the Yankees violated Title III of the ADA by failing to remove architectural barriers to access at the Stadium where such barrier removal is readily achievable, or, where such barrier removal is not readily achievable, by failing to make goods and services at the Stadium available through readily achievable alternatives to barrier removal; by failing to make reasonable modifications to policies, practices, or procedures at the Stadium, including providing individuals with disabilities equal access to Yankees' tickets; by failing to have sufficient numbers of wheelchair seating locations, companion seating locations, and designated aisle transfer seats that are dispersed throughout the seating areas, that are readily accessible to, and usable by, individuals with disabilities, and that provide lines of sight and choices of admission prices comparable to persons without disabilities; by failing to make alterations such that the altered portions of the Stadium are accessible to the maximum extent feasible; and by failing to

make accessible the paths of travel to the altered primary function areas, and the restrooms, drinking fountains, and telephones serving the altered primary function areas and other features; and

WHEREAS, the Complaint in Intervention alleges that the Stadium, which includes establishments located within the Stadium, is a service, program, or activity within the meaning of 42 U.S.C. § 12132 and is a place of public accommodation within the meaning of 42 U.S.C. § 12181(7) because its operations affect commerce, and the Stadium is a facility that includes a stadium, restaurants, bars, beverage and merchandise concessions, clubs, amusements, and media facilities, 42 U.S.C. §§ 12132, 12181(7)(B), (C), (E), 12182; 28 C.F.R. § 36.104; and

WHEREAS, the City denies liability for any violation of Title II of the ADA with respect to the Stadium, has interposed an answer denying all of the material allegations made by the Government, denies that activities conducted by a private party at the Stadium constitute a service, program or activity of the City, and enters into this stipulation prior to trial without admitting any issue of fact or law; and

WHEREAS, the Yankees deny liability for any violation of Title III of the ADA with respect to the Stadium, have interposed answers denying all of the material allegations made by the plaintiffs and the Government, and enter into this stipulation prior to trial without admitting any issue of fact or law; and

WHEREAS, Plaintiffs, the Government, the Yankees and the City agree that settlement of these matters without further litigation is in the public interest and that this Stipulation is an appropriate means of resolving these matters;

NOW, IT IS HEREBY ORDERED as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 42 U.S.C. §§ 12133, 12188; 28 U.S.C. §§ 1331 and 1345.

APPLICATION AND PARTIES BOUND

2. The parties to this Stipulation and Order of Settlement (the "Stipulation") agree to settle and compromise this action on the terms contained herein. This Stipulation applies to, and is binding upon, the Yankees and the City (collectively, "defendants"), Plaintiffs, and the Government. This Stipulation also applies to and binds the successors-in-interest and assignees of the Yankees, which shall have a duty to notify all successors-in-interest and assignees of this Stipulation. The undersigned representatives of the parties certify that they are authorized to enter into and consent to the terms and conditions of the Stipulation and to execute and legally bind the parties to it.

STIPULATED RELIEF

A. BARRIER REMOVAL

3. Defendants shall modify the Stadium's exterior and interior routes and doors as set forth in Exhibit A.

4. Defendants shall modify the Stadium's toilet rooms as set forth in Exhibit B.

5. Defendants shall modify the Stadium's fire alarms by lowering the fire alarms to a height compliant with Standards § 4.27.3, except that the fire alarms located on the Upper Level will not be modified.

6. Defendants shall modify one telephone in each of the Stadium's banks of public pay telephones by making it compliant with the height requirements in Standards § 4.31.3, the

hearing aid compatibility and volume requirements in Standards § 4.31.5, and the pushbutton control requirements in Standards § 4.31.6, except that the telephones located on the Upper Level will not be modified to comply with the height requirements of Standards § 4.31.3. Defendants will provide in the Stadium one text telephone that is compliant with Standards § 4.31.9(1) and appropriate signage directing people with disabilities to such telephone.

7. Defendants shall modify the Stadium's drinking fountains as follows: (a) on all levels of the Stadium other than the Upper Level, defendants shall make every other drinking fountain compliant with Standards §§ 4.15.2, 4.15.3, and 4.15.4; and (b) on the Upper Level, defendants shall make one-third of the drinking fountains compliant with Standards § 4.15.4, but need not make any fountain compliant if to do so would require replacement of the fountain.

8. Defendants shall modify the concession and condiment counters on all levels of the Stadium other than the Upper Level by lowering every other concession and condiment counter, or a minimum 36-inch portion thereof, to a maximum height of 36 inches.

9. Defendants shall lower to a maximum height of 36 inches (a) one counter in each of the clusters of blue ticket booths; (b) one counter of the exterior ticket counters; and (c) one counter in the advance ticket sales area.

10. Defendants shall modify the Stadium's signage as follows: (a) provide raised and Braille signage at the doors to all public restrooms, suites, lounges, the Pinstripe Pub, the Stadium Club, and the Yankee Club, in compliance with Standards §§ 4.30.4 and 4.30.6; (b) at all inaccessible services and elements such as toilet rooms, concession stands, and ticket booths, provide signage that complies with Standards §§ 4.30.2, 4.30.3, 4.30.5, and 4.30.6 that directs the public to the closest accessible service of that type (e.g., a sign on an inaccessible drinking

fountain directing the public to the closest accessible drinking fountain), except on the Upper Level, where defendants will provide signage at the elevators that directs the public to accessible services on the lower levels; (c) at all inaccessible entrances and inaccessible ramps at the ground level, provide signage that complies with Standards §§ 4.30.2, 4.30.3, 4.30.5, and 4.30.6 that directs the public to the closest accessible route; and (d) for each sign that is replaced, provide a sign that complies with Standards §§ 4.30.2, 4.30.3, 4.30.5, and 4.30.6.

11. Defendants shall modify protruding objects at the Stadium that are set forth in Exhibit C and other exhibits by adding cane detectable barriers, unless adding the cane detectable barrier renders the object unusable in which event the object need not be modified.

12. Defendants shall modify the Stadium's press areas as set forth in Exhibit D.

13. Defendants shall modify the Stadium's suites and lounges as set forth in Exhibit E. In addition, at all times that a Loge suite is occupied, defendants shall have at least one staff member on duty in each Loge suite who will be responsible for providing to persons with disabilities the services that are available to persons without disabilities but which are inaccessible to persons with disabilities because of existing structural conditions within the Loge suites. No later than 30 days prior to the commencement of the regular season, the Yankees shall inform the licensees of the Club suites that, at the licensee's request, the Yankees will provide a staff member in each Club suite who will be responsible for providing to persons with disabilities the services that are available to persons without disabilities but which are inaccessible to persons with disabilities because of existing structural conditions within the Club suites. In the event that the Yankees otherwise learn that a person with a disability will occupy a specific Club suite, the Yankees will provide a staff member who will provide the above services in that suite.

14. Defendants shall modify the Stadium's restaurants as set forth in Exhibit F.

B. ALTERATIONS

15. Except for the particular work or alterations described in this Stipulation, any alterations made to the Stadium, as defined in 42 U.S.C. § 12183; 28 C.F.R. §§ 35.151(b) and 36.402(b), shall be made in accordance with the ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. Pt. 36, App. A, and any amendments thereto.

C. WHEELCHAIR AND COMPANION SEATING LOCATIONS

16. Defendants shall provide or install wheelchair and companion seating locations at the Stadium as set forth in paragraphs 17 through 28 below.

17. Each companion seat that defendants are required to provide pursuant to paragraphs 18(A) through 18(G) and 19 through 28 of this Stipulation shall be located in the same row and immediately adjacent to the right or the left of the wheelchair location, and shall be a high quality, folding chair with cushioned seat and cushioned back that may or may not be fixed to the ground. Subject to paragraph 33 below, if a wheelchair user purchases more than one companion seat, the Yankees shall offer the wheelchair user a location for the additional companion or companions in the same row if such location is available at the time of purchase.

18. Prior to the commencement of the 2000 Major League Baseball regular season (hereinafter, "regular season"), defendants shall provide locations for wheelchairs and companion seats in the Stadium as follows:

A. Defendants shall provide a total of 60 wheelchair and 60 companion seating locations in Field Level Row J or K, of which 24 wheelchair and 24 companion seating locations shall be located between home plate and

Section 21 or between home plate and Section 22 (18 of which shall be located between Box 1 and Box 11 and between Box 2 and Box 12).

- B. Defendants shall provide a total of 38 wheelchair and 38 companion seating locations in Main Deck Sections 2, 7, 8, 10 and 31.
- C. Defendants shall install 9 to 10 wheelchair locations and an equal number of companion seating locations in Right Field in front of Boxes 329 through 339.
- D. Defendants shall install 10 to 16 wheelchair locations and an equal number of companion seating locations (plus 5 to 14 seats not designated for wheelchair or companion seating) in Right Field behind the outfield wall in front of the Right Field Bleachers in an area directly in front of a presently existing "Armitron" billboard.
- E. Defendants shall install 12 wheelchair and 12 companion seating locations in Left Field behind Field Level Row J or K and in front of Boxes 332 through 350.
- F. Defendants shall provide 4 wheelchair and 4 companion seating locations in Loge Section 8.
- G. Defendants shall install a total of 49 wheelchair and 49 companion seating locations in the back of the Main Reserve seating of the Main Level. This seating shall be installed in Sections 1, 2, 25, and four additional sections.

H. Defendants shall install a total of 33 wheelchair seating locations in the suites in the Stadium, with at least one wheelchair seating location in each of the 31 suites.

19. Prior to the commencement of the 2001 regular season, defendants shall install 27 to 28 wheelchair and an equal number of companion seating locations in an area near Monument Park with unobstructed views of the playing field to the maximum extent feasible given issues of player safety. Unobstructed views may be achieved by various methods, including, but not limited to, replacing the 8 foot 6 inch-high padded outfield fence that currently separates Monument Park from the field with a new 3 foot-high padded wall with a series of 5 foot 6 inch-high glazed panels above it (similar in appearance to a hockey dasher).

20. Prior to the commencement of the 2001 regular season, defendants shall install 14 to 17 wheelchair and an equal number of companion seating locations in Left Field adjacent to Monument Park with unobstructed views of the playing field to the maximum extent feasible given issues of player safety. Unobstructed views may be achieved by various methods, including, but not limited to, replacing the 8 foot 6 inch-high padded outfield fence that currently separates Monument Park from the field with a new 3 foot-high padded wall with a series of 5 foot 6 inch-high glazed panels above it (similar in appearance to a hockey dasher).

21. Prior to the commencement of the 2001 regular season, defendants shall install 18 to 22 wheelchair and an equal number of companion seating locations in the Left and Right Field Bleachers.

22. Prior to the commencement of the 2001 regular season, defendants shall install 14 wheelchair and 14 companion seating locations in the back of the Main Reserve seating of the Main Level.

23. Prior to the commencement of the 2002 regular season, defendants shall install 7 wheelchair and 7 companion seating locations in the back of the Main Reserve seating of the Main Level.

24. Prior to the commencement of the 2003 regular season, defendants shall install 42 wheelchair and 42 companion seating locations in the back of the Main Reserve seating of the Main Level. If, however, by January 15, 2003, (i) the Yankees (or the Yankees' parent, successor-in-interest, or assignee), (ii) the City or another New York governmental or quasi-governmental entity, or (iii) any other person or public or private entity (including, but not limited to, a governmental entity located in a state other than New York) enters into a Letter of Intent or similar instrument providing that the Yankees shall lease or otherwise occupy a stadium other than the current Stadium by a proposed date of no later than the commencement of the 2007 regular season, or that a new stadium shall be constructed for the Yankees' use to be occupied by a proposed date of no later than the commencement of the 2007 regular season, or that the Stadium shall be substantially renovated by a proposed date of no later than the commencement of the 2007 regular season, the City and the Yankees shall be relieved of the obligation to install 42 wheelchair and 42 companion seating locations prior to the commencement of the 2003 regular season. In the event that neither the Yankees (or the Yankees' parent, successor-in-interest, or assignee) nor the City or another New York governmental or quasi-governmental entity is a signator to the Letter of Intent or similar

instrument, in order for the City and the Yankees to be relieved of their obligation to install 42 wheelchair and 42 companion seating locations prior to the commencement of the 2003 regular season, the Yankees must, by January 15, 2003, simultaneously (a) submit to the Government a declaration signed under penalty of perjury by an authorized representative of the Yankees describing the substantial effort or resources the Yankees have expended in pursuing and investigating the possibility of moving to the stadium that is being constructed or contemplated by the signator, and (b) issue a press release declaring the Yankees' present intention to occupy that stadium by no later than the commencement of the 2007 regular season. Nothing herein shall relieve the City and the Yankees of any of the other obligations set forth in this Stipulation.

25. Prior to the commencement of the 2004 regular season, defendants shall install 21 wheelchair and 21 companion seating locations in the back of the Main Reserve seating of the Main Level. If, however, by January 15, 2004, (i) the Yankees (or the Yankees' parent, successor-in-interest, or assignee), (ii) the City or another New York governmental or quasi-governmental entity, or (iii) any other person or public or private entity (including, but not limited to, a governmental entity located in a state other than New York) enters into a contractual agreement providing that the Yankees shall lease or otherwise occupy a stadium other than the current Stadium by no later than the commencement of the 2007 regular season, or that a new stadium shall be constructed for the Yankees' use to be occupied by no later than the commencement of the 2007 regular season, or that the Stadium shall be substantially renovated by no later than the commencement of the 2007 regular season, the City and the Yankees shall be relieved of the obligation to install 21 wheelchair and 21 companion seating locations prior to the commencement of the 2004 regular season. In the event that neither the Yankees (or the

Yankees' parent, successor-in-interest, or assignee) nor the City or another New York governmental or quasi-governmental entity is a signator to the contractual agreement, in order for the City and the Yankees to be relieved of their obligation to install 21 wheelchair and 21 companion seating locations prior to the commencement of the 2004 regular season, the Yankees must, by January 15, 2004, simultaneously (a) submit to the Government a declaration signed under penalty of perjury by an authorized representative of the Yankees describing the substantial effort or resources the Yankees have expended in pursuing and investigating the possibility of moving to the stadium that is being constructed or contemplated by the signator, and (b) issue a press release declaring the Yankees' present intention to occupy that stadium by no later than the commencement of the 2007 regular season. Nothing herein shall relieve the City and the Yankees of any of the other obligations set forth in this Stipulation.

26. Prior to the commencement of the 2005 regular season, defendants shall install 14 wheelchair and 14 companion seating locations in the back of the Main Reserve seating of the Main Level. If, however, by January 15, 2005, (i) the Yankees (or the Yankees' parent, successor-in-interest, or assignee), (ii) the City or another New York governmental or quasi-governmental entity, or (iii) any other person or public or private entity (including, but not limited to, a governmental entity located in a state other than New York) enters into a contractual agreement providing that the Yankees shall lease or otherwise occupy a stadium other than the current Stadium by no later than the commencement of the 2008 regular season, or that a new stadium shall be constructed for the Yankees' use to be occupied by no later than the commencement of the 2008 regular season, or that the Stadium shall be substantially renovated by no later than the commencement of the 2008 regular season, the City and the Yankees shall be

relieved of the obligation to install 14 wheelchair and 14 companion seating locations in the Main Reserve prior to the commencement of the 2005 regular season. In the event that neither the Yankees (or the Yankees' parent, successor-in-interest, or assignee) nor the City or another New York governmental or quasi-governmental entity is a signator to the contractual agreement, in order for the City and the Yankees to be relieved of their obligation to install 14 wheelchair and 14 companion seating locations prior to the commencement of the 2005 regular season, the Yankees must, by January 15, 2005, simultaneously (a) submit to the Government a declaration signed under penalty of perjury by an authorized representative of the Yankees describing the substantial effort or resources the Yankees have expended in pursuing and investigating the possibility of moving to the stadium that is being constructed or contemplated by the signator, and (b) issue a press release declaring the Yankees' present intention to occupy that stadium by no later than the commencement of the 2008 regular season. Nothing herein shall relieve the City and the Yankees of any of the other obligations set forth in this Stipulation.

27. Prior to the commencement of the 2006 regular season, defendants shall install 28 wheelchair and 28 companion seating locations in the back of the Main Reserve seating of the Main Level. If, however, by January 15, 2006, (i) the Yankees (or the Yankees' parent, successor-in-interest, or assignee), (ii) the City or another New York governmental or quasi-governmental entity, or (iii) any other person or public or private entity (including, but not limited to, a governmental entity located in a state other than New York) enters into a contractual agreement providing that the Yankees shall lease or otherwise occupy a stadium other than the current Stadium by no later than the commencement of the 2009 regular season, or that a new stadium shall be constructed for the Yankees' use to be occupied by no later than the

commencement of the 2009 regular season, or that the Stadium shall be substantially renovated by no later than the commencement of the 2009 regular season, the City and the Yankees shall be relieved of the obligation to install 28 wheelchair and 28 companion seating locations in the Main Reserve prior to the commencement of the 2006 regular season. In the event that neither the Yankees (or the Yankees' parent, successor-in-interest, or assignee) nor the City or another New York governmental or quasi-governmental entity is a signator to the contractual agreement, in order for the City and the Yankees to be relieved of their obligation to install 28 wheelchair and 28 companion seating locations prior to the commencement of the 2006 regular season, the Yankees must, by January 15, 2006, simultaneously (a) submit to the Government a declaration signed under penalty of perjury by an authorized representative of the Yankees describing the substantial effort or resources the Yankees have expended in pursuing and investigating the possibility of moving to the stadium that is being constructed or contemplated by the signator, and (b) issue a press release declaring the Yankees' present intention to occupy that stadium by no later than the commencement of the 2009 regular season. Nothing herein shall relieve the City and the Yankees of any of the other obligations set forth in this Stipulation.

28. All wheelchair and companion seating locations that defendants are required to provide or install pursuant to paragraphs 18 through 27 above shall adjoin an accessible route, be level, and comply with Standards §§ 4.33.2 and 4.5.3. It will be sufficient for defendants to provide one accessible means of egress for each seating location that defendants are required to provide or install pursuant to paragraphs 18 through 27 above. With respect to the seating locations referenced in paragraph 18(H) above, defendants may provide a reasonable alternative to an accessible route.

D. DESIGNATED AISLE SEATS

29. Prior to the commencement of the 2001 regular season, defendants shall provide 300 seats that have no arm rests or are equipped with folding or removable armrests ("designated aisle seats") which will be dispersed throughout the Stadium. All of these designated aisle seats shall be located within one row of a crossover aisle. Defendants shall use their best efforts to provide 150 of the 300 designated aisle seats prior to the commencement of the 2000 regular season.

30. Defendants shall provide signage at the ticket booths and ticket windows stating the availability of designated aisle seats once any are provided.

E. PARKING FACILITIES

31. Defendants shall provide parking spaces at the Stadium's parking facilities that are 96 inches wide and include access aisles as specified in Standards § 4.6.3 to be designated for persons with disabilities as follows: (a) beginning on the first day of the 2000 regular season, defendants shall provide a total of 75 designated parking spaces, at least 20 of which shall be accessible to high top vans; and (b) beginning on the first day of each regular season after 2000 for which defendants install additional wheelchair seating pursuant to paragraphs 24 through 27 of this Stipulation, defendants shall provide an additional five designated parking spaces.

F. TICKET POLICIES AND PRICING

Methods of Purchase

32. The Yankees shall make tickets for wheelchair and companion seating locations for all Yankees' regular season, Division Series, League Championship Series, World Series, and All Star games played at the Stadium available for purchase by wheelchair users and their

companions through all methods available to and at all locations at which Yankees tickets are sold to the public and to the same extent that they are made available to non-wheelchair users.

33. To the same extent the general public is permitted to purchase more than two seats for a given Yankees' regular season, Division Series, League Championship Series, World Series, or All Star game played at the Stadium, the Yankees shall permit wheelchair users to purchase up to three companion seats for each such game (to the extent available) in the designated wheelchair seating section (as defined in paragraph 34 below). However, only the price of one of the three companion seats will be governed by the pricing provisions of paragraphs 36 through 43 of this Stipulation. The additional one or two companion seats may be priced at the price of the tickets for conventional seats for persons without disabilities in the same row.

Release of Seating Locations

34. The Yankees may only sell the wheelchair and companion seating locations provided or installed as set forth in paragraphs 18(A) through 18(G) and 19 through 28 above to wheelchair users and their companions, except that the Yankees may offer for sale to the rest of the general public unsold wheelchair and companion seating locations in each of the nine sections where wheelchair and companion seating is located ("designated wheelchair seating sections"), as listed in subparagraph A herein, no earlier than the times set forth on the following schedule:

- A. Five calendar days before a scheduled regular season home game, at 4:00 p.m., the Yankees may offer for sale one-third of the remaining unsold wheelchair and companion seating locations in each designated wheelchair seating section; i.e., at 4:00 p.m. five days before a game, the Yankees

may release for sale one-third of the remaining unsold wheelchair and companion seating locations in each of (1) Field Level Row J or K in Boxes 1-12, (2) Field Level Row J or K in Boxes other than 1-12, (3) Right Field in front of Boxes 329-339, (4) Right Field in front of the "Armitron" billboard, (5) Left Field in front of Boxes 332-350, (6) Main Reserve, (7) Main Deck Sections 2, 7, 8, 10, and 31, and Loge Section 8, (8) Bleachers, and (9) Monument Park;

- B. Two days before a scheduled regular season home game, at 4:00 p.m., the Yankees may offer for sale one-third of the remaining unsold wheelchair and companion seating locations in each designated wheelchair seating section;
- C. On the day before a scheduled regular season home game, at 4:00 p.m., the Yankees may offer for sale one-half of the remaining unsold wheelchair and companion seating locations in each designated wheelchair seating section;
- D. One and one-half hours before the scheduled starting time of a scheduled regular season home game, or, two hours before the scheduled starting time of a regular season home game scheduled for a holiday or weekend, the Yankees may offer for sale the remaining unsold wheelchair and companion seating locations in each designated wheelchair seating section, except Main Deck Sections 2, 7, 8, 10, and 31, and Loge Section 8; and

E. At the scheduled starting time of a scheduled regular season home game, the Yankees may offer for sale the remaining unsold wheelchair and companion seating locations in Main Deck Sections 2, 7, 8, 10, and 31, and Loge Section 8.

35. The Yankees shall not sell tickets for wheelchair and companion seating locations for the Division Series, League Championship Series, World Series, and All Star games played at the Stadium to the general public until forty-eight hours after all tickets for seating other than wheelchair and companion seating locations for the game in question available for sale to the general public have been sold. In the event that tickets for seating other than wheelchair and companion seating locations remain available for sale to the general public within forty-eight hours of the scheduled starting time of the game, the Yankees shall not sell tickets for wheelchair and companion seating locations for the Division Series, League Championship Series, World Series, and All Star games played at the Stadium to the general public until six hours after all tickets for seating other than wheelchair and companion seating locations available for sale to the general public have been sold. Notwithstanding the provisions of the first two sentences of this paragraph, the Yankees may offer tickets for wheelchair and companion seating locations, other than those in Main Deck Sections 2, 7, 8, 10, and 31, and Loge Section 8, for sale to the general public six hours before the scheduled starting time of the game. In any event, the Yankees may not offer for sale to the general public any unsold wheelchair and companion seating locations in Main Deck Sections 2, 7, 8, 10, and 31, and Loge Section 8 until the scheduled starting time of the game.

Ticket Pricing

36. For the 2000 regular season, tickets for wheelchair and companion seating locations at the Stadium shall be sold for the following prices:

A.	Field Level Row J or K (Boxes 1-12)	\$42.50
B.	Field Level Row J or K (other than Boxes 1-12)	\$26.00
C.	Right Field in front of Boxes 329-339	\$26.00
D.	Main Reserve	\$15.00
E.	Left Field in front of Boxes 332-350	\$15.00
F.	Main Deck Sections 2, 7, 8, 10, 31, and Loge 8	\$ 8.00
G.	Right Field in front of "Armitron" billboard	\$ 8.00

37. For all regular season games after the 2000 season and for all Division Series, League Championship Series, World Series, and All Star games played at the Stadium, tickets for wheelchair and companion seating locations in the Main Deck Sections 2, 7, 8, 10, and 31, Loge Section 8, and the Bleachers shall be offered for sale at the least expensive ticket price category offered at the Stadium.

38. For all regular season games after the 2000 season and for all Division Series, League Championship Series, World Series, and All Star games played at the Stadium, tickets for wheelchair and companion seating locations in the Main Reserve and in Left Field in front of Boxes 332 through 350 shall be offered for sale at the second least expensive ticket price category offered at the Stadium.

39. For all regular season games after the 2000 season and for all Division Series, League Championship Series, World Series, and All Star games played at the Stadium, tickets

for wheelchair and companion seating locations in Right Field in front of Boxes 329 through 339, Field Level Row J or K (other than Boxes 1-12), and Right Field at the "Armitron" billboard shall be offered for sale at the third least expensive ticket price category offered at the Stadium.

40. For all regular season games after the 2000 season and for all future Division Series, League Championship Series, World Series, and All Star games played at the Stadium, tickets for wheelchair and companion seating locations in the Field Level Row J or K (Boxes 1-12) shall be offered for sale at an amount equal to seventy-seven percent (77%) of the price of the nearest conventional seat for persons without disabilities in the same row. In the event that the resulting amount does not equal a ticket price category offered at the Stadium, the tickets shall be priced at the closest less expensive ticket price category offered at the Stadium.

41. For the 2001 and 2002 regular seasons, as well as the Division Series, League Championship Series, World Series, and All Star games, tickets for wheelchair and companion seating locations in the Monument Park area shall be offered for sale at the third least expensive ticket price category offered at the Stadium.

42. If, prior to the commencement of the 2003 regular season, 42 wheelchair and 42 companion seating locations are installed in the Main Reserve as set forth in paragraph 24 above, then for the 2003 regular season and for all baseball games thereafter, including Division Series, League Championship Series, World Series, and All Star games played at the Stadium, tickets for wheelchair and companion seating locations in the Monument Park area shall be offered at the fourth least expensive ticket price category offered at the Stadium.

43. As used herein, "least expensive ticket price category" shall not include senior citizens ticket prices or other special discount prices.

G. ALCOVE MODIFICATIONS

44. In Main Deck Sections 2, 7, 8, 10 and 31 and in Loge Section 8, defendants shall use their best efforts prior to the commencement of the 2000 regular season to install (i) floor covering and wall covering; (ii) a television feed and monitors; and (iii) plexiglass in place of the horizontal metal handrails at the front of each section. In any event, defendants shall complete the installation of items (i) through (iii) of this paragraph prior to the commencement of the 2001 regular season.

45. Beginning no later than the first day of the 2000 regular season, defendants shall delineate, and sell tickets for, individually numbered seating locations within each of Main Deck Sections 2, 7, 8, 10 and 31, and in Loge Section 8.

H. ELEVATORS

46. At all times that the Stadium is open to the public in connection with a Yankees' home game, defendants shall provide a permanently stationed elevator operator in each elevator in the Stadium that is used by the general public.

I. ADA COORDINATION AND PUBLICITY

47. Beginning no later than the first day of the 2000 regular season, the Yankees shall employ and designate one or more individuals to coordinate, among other things, efforts to assist persons with disabilities with respect to the accessibility of the Stadium's services and facilities, including the purchase of tickets. The Yankees will have at least one such individual on duty and available at the Stadium on the day of every Yankees' home game and during the entire duration of each game.

48. At all times that the exhibition area in Monument Park is open to the public, defendants shall employ or contract to provide a permanently stationed attendant who will be responsible for providing to persons with disabilities the services that are available to persons without disabilities but which are inaccessible to persons with disabilities because of existing structural conditions in and around the exhibition area of Monument Park.

49. Defendants shall publicize the availability, pricing, and locations of wheelchair seating, companion seating, and designated aisle seating in all Yankees' home game schedules, pamphlets, Yearbooks, Programs, advertisements and publications (including the Yankees' Internet site at "www.yankees.com") that contain information regarding seating at the Stadium.

J. STATEMENTS OF COMPLIANCE

50. On or before April 11, 2000, the City and the Yankees shall each submit to the Government a statement of compliance detailing what each has done to comply with the obligations under paragraphs 18(A) through 18(H), 31(a), 45 and 47 of this Stipulation. In the event that the City or the Yankees contract out the work required under paragraphs 18(A) through 18(H) and 31(a) of this Stipulation, they shall also provide the Government with a copy of the contract as well as any certifications of completion or substantial performance submitted by the contractor to the City or the Yankees.

51. On or before April 11, 2000, the City and the Yankees shall comply with the obligations under paragraph 4 and Exhibit B at the following locations: (a) the Men's Toilet Room on the Field Level at Location Code G3-027; (b) the Women's Toilet Room on the Field Level at Location Code G3-024; (c) the Men's Toilet Room on the Main Level at Location Code MD1-009; (d) the Women's Toilet Room on the Main Level at Location Code MD3-509; and

(e) one Men's Toilet Room and one Women's Toilet Room near the Bleachers at Location Codes BLG-008 and BLG-012. In addition, on or before April 11, 2000, the City and the Yankees shall each submit to the Government a statement of compliance detailing what each has done to comply with the obligations under paragraph 4 and Exhibit B that are listed in subsections (a) through (e) herein. In the event that the City or the Yankees contract out the work required by or incorporated by reference in this paragraph, they shall also provide the Government with a copy of the contract as well as any certifications of completion or substantial performance submitted by the contractor to the City or the Yankees.

52. On or before September 1, 2000, the City and the Yankees shall comply with the obligations under paragraphs 6 and 7 of this Stipulation. In addition, on or before September 1, 2000, the City and the Yankees shall each submit to the Government a statement of compliance detailing what each has done to comply with the obligations under paragraphs 6 and 7 of this Stipulation. In the event that the City or the Yankees contract out the work required by or incorporated by reference in this paragraph, they shall also provide the Government with a copy of the contract as well as any certifications of completion or substantial performance submitted by the contractor to the City or the Yankees.

53. On or before the commencement of the 2001 regular season, the City and the Yankees shall comply with the obligations under paragraphs 3 through 5, 8 through 12, 14, 19 through 22, and 29 through 30, and Exhibits A, B, C, D, and F of this Stipulation (other than those listed in paragraph 51(a) through (e)). In addition, the City and the Yankees shall each submit to the Government a statement of compliance detailing what each has done to comply with the obligations under paragraphs 3 through 5, 8 through 12, 14, 19 through 22, and 29

through 30, and Exhibits A, B, C, D, and F of this Stipulation (other than those listed in paragraph 51(a) through (e)). In the event that the City or the Yankees contract out the work required by or incorporated by reference in this paragraph, they shall also provide the Government with a copy of the contract as well as any certifications of completion or substantial performance submitted by the contractor to the City or the Yankees. Notwithstanding the provisions of this paragraph, prior to April 11, 2000, defendants shall commence the work necessary to fulfill the obligations set forth in paragraph 8 above.

54. The City and the Yankees shall each submit to the Government a statement of compliance detailing what each has done to comply with the obligations under paragraph 23 of this Stipulation. In the event that the City or the Yankees contract out the work required by paragraph 23, they shall also provide the Government with a copy of the contract as well as any certifications of completion or substantial performance submitted by the contractor to the City or the Yankees.

55. The City and the Yankees will commence the work necessary to fulfill the obligations set forth in paragraph 13 and Exhibit E of this Stipulation with respect to each suite and lounge identified therein immediately as the license to each such suite or lounge expires. On or before the commencement of the 2001 regular season, the City and the Yankees shall submit to the Government a statement of compliance detailing what each has done to comply with the obligations of this Stipulation under paragraph 13 and Exhibit E with respect to each suite or lounge identified therein as to which the license expired prior to March 1, 2001. On or before the commencement of the 2002 regular season, the City and the Yankees shall submit to the Government a statement of compliance detailing what each has done to comply with the

obligations of this Stipulation under paragraph 13 and Exhibit E with respect to each suite or lounge identified therein as to which the license expired prior to March 1, 2002. On or before the commencement of the 2003 regular season, the City and the Yankees shall submit to the Government a statement of compliance detailing what each has done to comply with all of the obligations of this Stipulation that are required to be satisfied or completed under paragraph 13 and Exhibit E. In the event that the City or the Yankees contract out the work required by or incorporated by reference in this paragraph, they shall also provide the Government with a copy of the contract as well as any certifications of completion or substantial performance submitted by the contractor to the City or the Yankees.

RIGHT TO REVIEW COMPLIANCE

56. Upon reasonable advance notice to the City and the Yankees (through undersigned counsel), the City and the Yankees shall permit the Government and any persons acting on its behalf (including consultants) reasonable access to the Stadium to review compliance with this Stipulation.

57. The Government shall have the right to verify compliance with the ticket policies and pricing provisions of this Stipulation (paragraphs 32 through 43) through means available to the general public, including communications to determine the availability and pricing of tickets to Yankees' home games.

58. For the months of May 2000 and August 2000, the Yankees will provide to the Government (by June 20, 2000, and September 20, 2000, respectively) a report that (a) describes the system that the Yankees have put in place to implement paragraphs 34(A) through (E) of this Stipulation; and (b) provides numeric data regarding the day-to-day release of seats allowed by

those paragraphs for each month, including data for each day and each designated wheelchair seating section regarding the number of seating locations that remained unsold, the number of seating locations that were released to the general public, the game or games for which such seating locations were released to the general public, and the time at which such seating locations were released to the general public. In order to satisfy the reporting requirement of this paragraph, the Yankees may supply a computer printout or other report of specific calculations made to determine the numbers of wheelchair and companion seating locations in each designated wheelchair seating section that were released to the general public on each day of the given month.

59. If any party to this Stipulation believes that another party has violated this Stipulation, the complaining party shall notify all other parties (through undersigned counsel) in writing and seek to resolve the matter amicably before applying to the Court for relief.

60. The City and the Yankees are each entering into this Stipulation without acknowledging any fault, liability, or wrongdoing of any kind. Neither this Stipulation nor any of its terms and provisions (including "whereas" clauses), nor any of the negotiations or proceedings connected with it, shall be construed as an admission of the truth of any of the assertions of the Government or Plaintiffs, or of liability, fault, or wrongdoing of any kind whatsoever. Further, nothing in this Stipulation nor in the exhibits annexed hereto shall be deemed or construed to be an admission by the defendants that any of the descriptions or characterizations of the Stadium or any conditions or aspects thereof set forth in the Stipulation or the exhibits annexed hereto are accurate or constitute any failure to comply with the ADA or any other statute, rule, or regulation.

MISCELLANEOUS PROVISIONS

61. Exhibits A through G to this Stipulation are incorporated by reference into this Stipulation and the terms set forth on those exhibits are part of this Stipulation as though fully set forth in the Stipulation.

62. There shall be no modification of this Stipulation absent Court order (a) approving an application to modify the Stipulation on written consent of the Government, the City, and the Yankees, or (b) granting an application for the modification of this Stipulation. Any application made pursuant to this paragraph shall be on notice to all parties (through undersigned counsel).

63. The Yankees shall deliver to the Government a check in the amount of \$25,000 payable to the United States Attorney's Office for the Southern District of New York within 30 days after the date of the Court's entry of this Stipulation.

64. The Yankees agree that, within 30 days after the date of the Court's entry of this Stipulation, the Yankees will make four contributions, each in the amount of \$2,500, to charities designated by Plaintiffs. The contributions shall be made both in the name of the Yankees and in the name of each of the Plaintiffs.

65. Plaintiffs James Pascuiti, Joseph Reilly, Walter Rynasko, and Theresa Murphy shall each execute a release in the form attached to this Stipulation as Exhibit G, which shall be delivered to counsel for defendants within 30 days after the execution of this Stipulation.

66. This Stipulation represents the entire agreement between Plaintiffs and the Government on the one side, and the City and the Yankees on the other side. This Stipulation

supersedes any prior agreements, oral representations, or statements made between Plaintiffs and the Government on the one side, and the City and the Yankees on the other side.

67. To the extent that the "required solutions" section of an item listed in Exhibits A through F is inconsistent with a provision contained in the body of this Stipulation, the terms contained in the body of this Stipulation shall govern defendants' obligations.

68. This Stipulation may be executed in one or more original or telecopied counterparts, all of which together shall constitute one and the same original instrument.

69. Nothing in this Stipulation shall affect or prejudice any third party claims or crossclaims that have been asserted in this action.

70. In the event that a condition of force majeure occurs to prevent compliance by defendants with their obligations under this Stipulation, defendants shall promptly attempt to fulfill such obligations upon the cessation of the condition of force majeure. In the event that defendants believe that a condition of force majeure exists, defendants shall immediately notify all other parties (through undersigned counsel) of such belief.

RESERVATION OF RIGHTS

71. Except as provided in the next sentence of this paragraph, nothing in this Stipulation shall be construed as a waiver of the Government's right to seek relief against the defendants under any statutes, regulations, or rules administered by the Government. With respect to the Stadium, the Government will not seek relief against the City for violations under Title II of the ADA, or any regulations and rules promulgated thereunder, and will not seek relief against the Yankees for violations under Title III of the ADA, or any regulations and rules promulgated thereunder, based on facts relating to the allegations contained in the Government's

Complaint in Intervention or Plaintiffs' First Amended Complaint in this action which were known or which reasonably could have been known to the Government prior to the date of the Court's entry of this Stipulation.

COSTS AND ATTORNEY'S FEES

72. The Government on the one hand, and the City and the Yankees on the other hand, shall bear their own costs and attorney's fees in this action.

73. Without admitting any liability therefor, the Yankees shall attempt to negotiate and settle the issue of the amount of attorney's fees and costs requested by Kopelson & Westreich, as counsel for Plaintiffs, pursuant to 28 C.F.R. § 36.505. In the event that the Yankees and Kopelson & Westreich cannot resolve the issue, Kopelson & Westreich shall submit a fee application to the Court within 45 days of the date of the Court's entry of this Stipulation.

RETENTION OF JURISDICTION

74. The Court shall retain jurisdiction of this action for seven (7) years after the Court's entry of this Stipulation solely (a) to enforce or modify the provisions of this Stipulation, (b) to resolve any dispute that arises under this Stipulation, and (c) to entertain any application and issue any orders as may be necessary or appropriate in connection with subsections (a) and (b) of this paragraph.

75. The parties shall make reasonable efforts to discuss and attempt to negotiate a resolution of any dispute relating to this Stipulation before bringing the matter to the Court's attention for resolution.

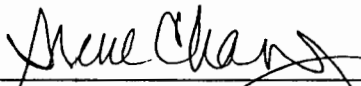
76. Plaintiffs' First Amended Complaint is hereby dismissed with prejudice.

77. Unless there is an application or proceeding then pending pursuant to paragraph 74 above, this action shall be dismissed seven (7) years after the date of the Court's entry of this Stipulation.

Dated: New York, New York
December 11, 1999

MARY JO WHITE
United States Attorney for the
Southern District of New York
Attorney for Plaintiff-Intervenor
United States of America

By:


ROBERT W. SADOWSKI (RS-4473)
GLENN C. COLTON (GC-2493)
IRENE CHANG (IC-3957)
SARA L. SHUDOFISKY (SS-4380)
Assistant United States Attorneys
100 Church Street, 19th Floor
New York, New York 10007
Tel. No.: (212) 637-2715
Fax. No.: (212) 637-2825

Dated: New York, New York
December 11, 1999

KOPELSON & WESTREICH
Counsel for Plaintiffs James Pascuiti,
Joseph Reilly, Walter Rynasko, and
Theresa Murphy

By:

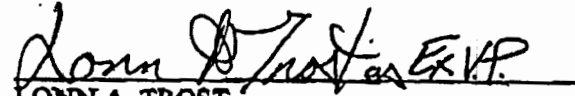
A handwritten signature in black ink, appearing to read 'Kopelson', written over a horizontal line.

EDWARD KOPELSON (EK-3847)
ROBERT WESTREICH
95 Washington Street
Morristown, New Jersey 07960
Tel. No.: (973) 984-4000
Fax. No.: (973) 984-1133

Dated: Bronx, New York
December 11, 1999

THE NEW YORK YANKEES PARTNERSHIP

By:

 LONNA A. TROST

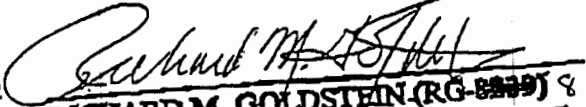
Executive Vice President and General Counsel
Yankee Stadium
Bronx, New York 10451
Tel. No.: (718) 579-4420

DEC 11 '99 19:43 FR PROSKAUER ROSE LLP 2129692900 TO 5552467151662566 P.01/01
DEC-11-1999 19:43 U.S. DIST. CT. S.D.N.Y.

Dated: New York, New York
December 11, 1999

PROSKAUER ROSE LLP
Counsel for Defendant New York Yankees

By:


RICHARD M. GOLDSTEIN (RG-8239) 8329

CHRISTOPHER J. COLLINS (CJC-3407)

L. JOEY SILBERFEIN (LJS-1878)

1585 Broadway

New York, New York 10036-8299

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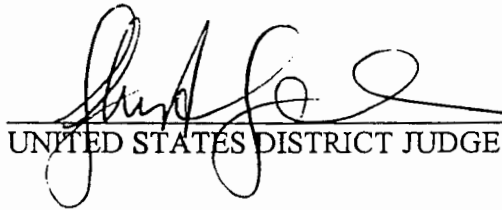
THE CITY OF NEW YORK AND THE NEW
YORK CITY DEPARTMENT OF PARKS AND
RECREATION

Dated: New York, New York
December 10, 1999



MICHAEL D. HESS (MH3309)
Corporation Counsel of the City of New York
100 Church Street
New York, New York 10007
Tel. No.: (212) 788-0800

SO ORDERED:


UNITED STATES DISTRICT JUDGE

12/13/99